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April 9, 1963

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Your Letter 1 April 1963

We have reviewed your letter and see no objections to any part of it. To make certain that we understand Section 2 -Authorization to Proceed, I would like to restate it in my words, not with any intent to cause you to change your wording, but to insure mutual agreement.

"No investigation of a general technical area shall be initiated by the Contractor without specific approval of the Technical Representative of the Contracting Officer. This approval may be given orally by the T.R. and will be confirmed promptly in writing by the T.R.

Once investigation in a general technical area has been authorized, the Contractor may proceed on specific projects estimated to cost less than with only the oral approval of the T.R. (i.e., written confirmation is optional with the T.R.). Specific projects which are estimated to cost more than may be initiated upon such oral approval, but will be confirmed promptly in writing by the T.R.

The ASPR provisions, as applicable, are, of course, not spelled out in your letter. I believe we can live with any you elect to put in; but, of course, the fewer that are incorporated, the less there will be of red tape and, in my opinion, the less useless expense. If you elect to contract through Wendell his people will have a good feel for the minimum that are required.

Under the "Level of Effort" some period of performance should be spelled out. I believe it is your intention to contract initially for FY 64 plus whatever period remains in FY 63 after an agreement is reached. Insofar as the latter is concerned, we would be willing to commence work on receipt of a TWX indicating your intention to enter into a contract provided you eventually include in the contract an "Anticipatory Costs to clause which accepts costs as of the date of the TWX.

When we submitted our original draft to you we included a "Schedule". This was patterned almost exactly after other contracts of this nature and does contain clauses we would insist on. I suggest that you review this also and see if you have an objection to any part of it.

Is the next move yours or mine?

ELG/MDG Orig. J.C.

cc Î-2 JAC Approved For Release 2005/02/17 : CIA-RDP78B04770A001000040109-8